

Addendum - 5 to RFP no ONGC/RFP/RJY/ KG-ONN-2003/1 published on 28.03.2024 for sale of 0.06 MMSCMD gas from Nagayalanka NELP Block

Date: 6th May 2024

With reference to ONGC’s Request for Proposal (RFP) No ONGC/RFP/RJY/ KG-ONN-2003/1 published on 29.03.2024 for sale of 0.06 MMSCMD gas from Nagayalanka NELP Block, all the interested bidders are requested to note the following highlighted changes in the model GSA:

Sl. No.	GSA Section no.	Existing	Proposed modification
1	Clause 1.74 of GSA	N/A	“Daily Nominated Quantity” or “DNQ” has the meaning ascribed to it in Clause 5.03;
2	Clause 5.03 of GSA	Subject to Clause 5.01.1, Seller shall prepare and provide to Buyer a firm monthly quantity of Seller’s Gas at Delivery Point based on Seller’s production plan. Prior to the 20 th (twentieth) day of each month during the Term, Seller shall provide Buyer with a detailed schedule of Seller’s daily nominations and deliveries of Seller’s Gas for the following month (for the purpose of this Agreement each such daily nomination will be referred to as “ Daily Contract Quantity ” or “ DCQ ”) based on applicable Seller’s production plan. Buyer will either take such quantity of Gas or if not taken, pay for Monthly Minimum Guaranteed Off-take (MMGO) charges under Article 6 herein and the DCQ shall be binding	Subject to Clause 5.01.1, Buyer shall provide to Seller a firm monthly quantity of Seller’s Gas required at Delivery Point based on Contract Quantity specified in the Clause 5.01.1. Prior to the 20th (twentieth) day of each month during the Term, Buyer shall provide Seller with a detailed schedule of Buyer’s daily nominations of Seller’s Gas for the following month (for the purpose of this Agreement each such daily nomination will be referred to as “Daily Nominated Quantity” or “DNQ”). Prior to the 25th (twenty-fifth) day of each month during the Term, Seller shall provide Buyer with a detailed schedule of Seller’s daily nominations and deliveries of Seller’s Gas for the following month (for the purpose of this Agreement each such daily nomination will be referred to as “ Daily

		<p>on the Buyer. Under no circumstances will the DCQ be higher than the Contract Quantity specified in the Clause 5.01.1 above and Schedule D.</p> <p>The sum of DCQ during the course of the Financial Year shall be the “Annual Contract Quantity” or “ACQ” and accordingly sum of DCQ during the course of a month shall be the “Monthly Contract Quantity” or “MCQ”.</p>	<p>Contract Quantity” or “DCQ”) based on applicable DNQ. Buyer will either take such quantity of Gas or if not taken, pay for Monthly Minimum Guaranteed Off-take (MMGO) charges under Article 6 herein and the DCQ shall be binding on the Buyer. Under no circumstances will the DCQ be higher than the DNQ.</p> <p>The sum of DCQ during the course of the Financial Year shall be the “Annual Contract Quantity” or “ACQ” and accordingly sum of DCQ during the course of a month shall be the “Monthly Contract Quantity” or “MCQ”.</p>						
3	Clause 13.02 of GSA	<p>Buyer shall pay the amount due in the invoice to Seller for all Seller’s Gas delivered and any applicable charges during any Billing Period (the amount invoiced as due for that Billing Period) and any amount due and reflected on the Supplementary Invoice for that Billing Period, by the following Due Dates:</p> <table border="0" data-bbox="462 828 1155 1071"> <thead> <tr> <th style="text-align: left;"><u>Billing Period of Deliveries and Supplementary Invoice</u></th> <th style="text-align: left;"><u>Due Date</u></th> </tr> </thead> <tbody> <tr> <td>First Billing Period current Month</td> <td>22nd of the</td> </tr> <tr> <td>Second Billing Period succeeding Month</td> <td>07th of the</td> </tr> </tbody> </table> <p>MMGO shall be billed on monthly basis taking into account DCQ and it will be a part of the invoice for the Second Billing Period for the month. Invoice of Annual Shortlifted quantity, if any, shall be raised at the end of Financial Year.</p> <p>For the avoidance of doubt, the Buyer shall pay MMGO to the Seller on a monthly basis in case the off-take during the month qualifies for such payment as per Article 6 before 7th of the</p>	<u>Billing Period of Deliveries and Supplementary Invoice</u>	<u>Due Date</u>	First Billing Period current Month	22 nd of the	Second Billing Period succeeding Month	07 th of the	<p>Buyer shall pay the amount against Daily Nominated Quantity in advance to Seller for all Seller’s Gas delivered and any applicable charges during any Billing Period (the amount invoiced as due for that Billing Period) and any amount due and reflected on the Supplementary Invoice for that Billing Period. In Case on any positive differential in amount played by the buyer and invoices raised, the same shall be reconciled in the next billing cycle. It is clarified that such advance payment will not carry any interest.</p> <p>MMGO shall be billed on monthly basis taking into account DCQ and it will be a part of the invoice for the Second Billing Period for the month. Invoice of Annual Shortlifted quantity, if any, shall be raised at the end of Financial Year.</p> <p>For the avoidance of doubt, the Buyer shall pay MMGO to the Seller on a monthly basis in case the off-take during the month qualifies for such payment as per Article 6 before 7th of the succeeding month.</p> <p>Notwithstanding anything contained in Article 24 or elsewhere in GSA, if Buyer fails to make payment against Daily Contract Quantity in advance, the Seller has a right</p>
<u>Billing Period of Deliveries and Supplementary Invoice</u>	<u>Due Date</u>								
First Billing Period current Month	22 nd of the								
Second Billing Period succeeding Month	07 th of the								

		succeeding month.	to stop gas supply to the buyer with immediate effect on such default”..
4	Clause 13.12 of GSA	<p>Security of payment against gas supply: No later than 7 days prior to the Scheduled Delivery Commencement Date or the date of actual offtake of Gas, the Buyer shall submit irrevocable and without recourse standby Letter of Credit (hereinafter referred to as L/C) for INR [●]¹ from any Nationalized/Scheduled Commercial Bank (in case of scheduled commercial private sector bank minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required) at [●] in favour of the Seller as per their PI (51 % to ONGC and 49% to Vedanta Ltd.) and as per the format provided in Schedule E. This L/C is the value equivalent to the product of: (1) 60 days of gas supply calculated on Contract Quantity (as specified in Clause 5.01); and (2) the price of the gas in the month in which the L/C is issued and the price will be computed as specified in Schedule B of the Agreement taking into consideration the gross calorific value (GCV) of Gas to be supplied by the Seller (margin and all applicable Taxes and duties etc. shall be added to the applicable price of gas). The L/C should be valid for 1 (one) year. Gas supply to the consumer shall not commence unless L/C is furnished.</p> <p>If the L/C is encashed for three or more times in a Financial Year due to any reason attributable to the Buyer, then the Buyer shall increase and maintain a L/C of 125% (one hundred and twenty five percent) value of the original L/C amount.</p>	<p>Security of payment against gas supply: No later than 7 days prior to the Scheduled Delivery Commencement Date or the date of actual offtake of Gas, the Buyer shall submit irrevocable and without recourse standby Letter of Credit (hereinafter referred to as L/C) for INR [●]² from any Nationalized/Scheduled Commercial Bank (in case of scheduled commercial private sector bank minimum AA credit rating from any of ICRA/CRISIL/CARE/IND-RA will be required) at [●] in favour of the Seller as per their PI (51 % to ONGC and 49% to Vedanta Ltd.) Section-B and as per the format provided in Schedule E. This L/C is the value equivalent to the product of: (1) 21 days of gas supply calculated on Contract Quantity (as specified in Clause 5.01); and (2) the price of the gas in the month in which the L/C is issued and the price will be computed as specified in Schedule B of the Agreement taking into consideration the gross calorific value (GCV) of Gas to be supplied by the Seller (margin and all applicable Taxes and duties etc. shall be added to the applicable price of gas). The L/C should be valid for 1 (one) year. Gas supply to the consumer shall not commence unless L/C is furnished.</p> <p>If the L/C is encashed for three or more times in a Financial Year due to any reason attributable to the Buyer, then the Buyer shall increase and maintain a L/C of 125% (one hundred and twenty five percent) value of the original L/C amount.</p>

			The Payment Security may be submitted either in the form of LC or bank transfer, however, combination of the above options is not allowed.
5	Clause 13.15 of GSA	<p>Notwithstanding any provisions of this Article 13 and even though the preferred mode of payment security for the Seller is provision of the L/C, as an alternate option, Buyer may opt to provide payment security by way of bank transfer of the same amount as determined at Clause 13.12 above. However, such deposit will not be considered as advance payment and will not carry any interest. It is clarified that payment security shall be provided either in form of L/C or bank transfer (through electronic transfer) and a combination of both will not be allowed. If the Buyer opts to submit payment security in the form of bank transfer, then all references to Letter of Credit/ L/C/ payment security in this Agreement will mean the bank transfer as provided under this Clause 13.15.</p> <p>Such Payment Security shall be released by ONGC three months after the expiry of the contract after making adjustments towards outstanding amounts, if any.</p>	<p>Notwithstanding any provisions of this Article 13 and even though the preferred mode of payment security for the Seller is provision of the L/C, as an alternate option, Buyer may opt to provide payment security by way of bank transfer of the same amount as determined at Clause 13.12 above. However, such deposit will not be considered as advance payment and will not carry any interest. It is clarified that payment security shall be provided either in form of L/C or bank transfer (through electronic transfer) and a combination of both will not be allowed. If the Buyer opts to submit payment security in the form of bank transfer, then all references to Letter of Credit/ L/C/ payment security in this Agreement will mean the bank transfer as provided under this Clause 13.15.</p> <p>Such Payment Security shall be released by ONGC three months after the expiry of the contract after making adjustments towards outstanding amounts, if any.</p> <p>Bank Transfer through NEFT/RTGS or Electronic fund transfer in ONGC's account (as provided in NIO). ONGC shall not pay any interest on such amount deposited by the bidders. The details of the bank account where such amount is to be deposited has been provided below:</p> <p>Beneficiary Name: Oil and Natural Gas Corporation Limited.</p> <p>Bank Name : State Bank of India</p> <p>Branch : Rajahmundry Bazar Branch</p> <p>Branch Code : 03485</p>

			<p>Bank Account No : 10471668364 IFSC Code : SBIN0003485</p> <p>The details of such transfer should be submitted in the form of undertaking as per Schedule - F.</p>
6	Schedule F of GSA	N/A	<p align="center"><u>Schedule F to the Gas Supply Agreement</u></p> <p align="center">Undertaking regarding providing Payment Security by way of Bank Transfer (On company letter head)</p> <p align="right">Dated: _____</p> <p>To, The Asset Manager, ONGC, _____Asset, _____, Dist.: _____, _____ (State) Pin:_____.</p> <p align="center">Sub: Undertaking regarding providing Payment Security by way of Bank Transfer</p> <p>Dear Sir/ Madam,</p> <p>We have read the terms and conditions provided in GSA towards submitting of Payment security by Bank Transfer.</p> <p>We have submitted Payment Security (towards 21 days of gas supply) in the form of bank transfer to ONGC's designated bank account and the details of such bank transfer are as under:</p> <ol style="list-style-type: none"> 1. NEFT/RTGS/Electronic Fund Transfer (tick mark mode of transaction) 2. UTR/Transaction no.: 3. Date & Time of Transaction:

			<p>4. Amount:</p> <p>5. Payer's Account no.:</p> <p>6. Payer's Account name:</p> <p>7. Payer's bank name & address:</p> <p>8. Payer's bank IFSC code:</p> <p>9. Payer's bank SWIFT code:</p> <p>1. We hereby undertake and agree that such deposit will not carry any interest.</p> <p>2. This is a Payment Security by way of Bank Transfer which allows multiple part encashment.</p> <p>3. This Bank Transfer covers payment towards Payment Security for the due performance of Buyer's obligations as contained in the terms of the GSA and other terms and conditions contained in the documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in GSA/ documents.</p> <p>4. All bank charges, if any, borne by the buyer.</p> <p>5. This Payment Security by way of Bank Transfer shall also cover requests against partial payment and/or multiple drawings.</p> <p>FAX NO:</p> <p>TELEPHONE No:</p> <p>Yours faithfully,</p> <p>PERSONAL ATTENTION OF:</p> <p>(IF REQUIRED)</p> <p>(Sign of authorized Officer of Bank)</p>
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